

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BALLARD RURAL TELEPHONE)	
COOPERATIVE CORPORATION, INC.)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2004-00036
)	
JACKSON PURCHASE ENERGY CORPORATION)	
)	
DEFENDANT)	

FIRST DATA REQUEST OF COMMISSION STAFF
TO JACKSON PURCHASE ENERGY CORPORATION

Jackson Purchase Energy Corporation (“Jackson Purchase”) is requested, pursuant to 807 KAR 5:001, Section 9, to file with the Commission the original and 8 copies of the following information, with a copy to all parties of record. The information requested herein is due May 14, 2004. When a number of sheets are required for an item, each sheet should be appropriately indexed, for example, Item 1(a), Sheet 2 of 6. Include with each response the name of the person who will be responsible for responding to questions relating to the information provided. Careful attention should be given to copied material to ensure that it is legible. Where information herein has been previously provided, in the format requested herein, reference may be made to the specific location of said information in responding to this information request.

1. Refer to Answer 11 in the Testimony of Richard Sherrill (“Sherrill Testimony”). Mr. Sherrill states that the 1954 agreement between Jackson Purchase

and Ballard Rural Telephone Cooperative Corporation, Inc. (“Ballard Telephone”) was a joint-use agreement which “contemplated that each utility would own a fair and reasonably equivalent percentage of the shared poles.” Later in his testimony, Mr. Sherrill states that Jackson Purchase owns 3,288 shared poles and Ballard Telephone owns 170 shared poles. Explain whether Jackson Purchase believes that each utility now owns a fair and reasonably equivalent percentage of the shared poles. Also provide a schedule showing the number of poles owned by each company for the past 25 years.

2. Refer to Answer 19 in the Sherrill Testimony, which discusses Jackson Purchase’s attempt to negotiate a settlement with Ballard Telephone.

a. The third sentence in the answer reads, “They indicated at that time that they would accept an immediate increase to \$8.00 per pole and annual stepped increase over 4 years to the rate being paid by BellSouth [BellSouth Telecommunications, Inc.]” The fifth sentence reads “BRTC was adamant that they would not accept the escalation clause being proposed by JPEC.”

(1) Provide clarification of whether “they” in the third sentence refers to Ballard Telephone and whether the “annual stepped increase” in that sentence has the same meaning as the “escalation clause” to which Mr. Sherrill refers in the fifth sentence.

(2) Provide the “rate being paid by BellSouth” under its joint-use arrangement with Jackson Purchase, the number of joint-use poles owned by Jackson Purchase, and the number of joint-use poles owned by BellSouth.

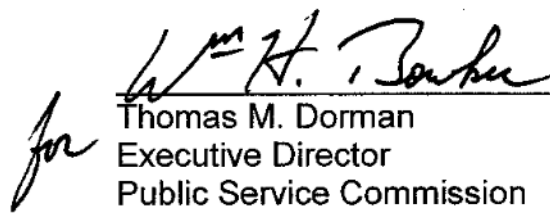
b. The next-to-last sentence in the answer states, "In August 2003, JPEC accepted BRTC's offer, prepared a revised contract document and, on August 18, 2003, forwarded appropriate documents to BRTC." Provide a description of the offer from Ballard Telephone that was accepted by Jackson Purchase.

3. Refer to Answers 22 and 23 in the Sherrill Testimony. Provide all cost justification for the rates that Jackson Purchase proposed to charge Ballard Telephone, along with a narrative description thereof.

4. Provide a calculation of CATV Pole Attachment Rates using Jackson Purchase's 2003 Annual Report as calculated in the current tariff.

5. Provide a legible copy of the proposed joint-use contract between Jackson Purchase and Ballard Telephone as appended in Exhibit 6 of the complaint.

6. Has either Jackson Purchase or Ballard Telephone begun removing any pole attachments from the other's poles?


for _____
Thomas M. Dorman
Executive Director
Public Service Commission
Post Office Box 615
Frankfort, Kentucky 40602

DATED: April 30, 2004

cc: All Parties